

BEFORE THE SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

In re: §
§
Application of §
Volo Communications of South Carolina, Inc., §
For a Certificate of Public Convenience and §
Necessity to Provide Local Exchange §
Telecommunications Services and for §
Flexible Regulation First Approved in §
Docket No. 97-467-C. §

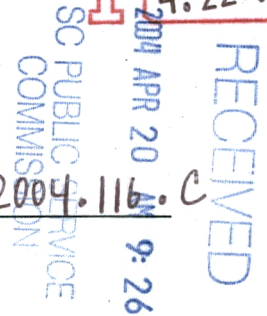
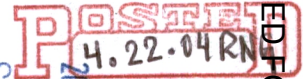
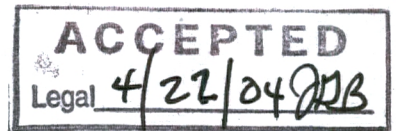
DOCKET NO. 2004-116-C

**APPLICATION OF VOLO COMMUNICATIONS OF SOUTH CAROLINA,
INC. FOR AUTHORITY TO PROVIDE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICE**

VOLO COMMUNICATIONS OF SOUTH CAROLINA, INC. ("Applicant"), pursuant to S.C. Code Ann. §58-9-280(B) and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Local Exchange Services ("Application") in the State of South Carolina. In addition, Applicant requests that the Commission regulate its local exchange telecommunications services in accordance with the principles and procedures established for flexible regulation in Commission Order No. 98-165 in Docket No. 97-467-C.

Applicant intends to offer facilities-based and resold local exchange service to both business and carrier customers throughout the state, excluding rural areas. Should its Application be granted, Applicant plans to commence offering upon the establishment of the appropriate and necessary interconnections arrangements with the incumbent Local Exchange Carriers ("LECs"), and upon filing of its final tariff with the South Carolina Public Service Commission (the "Commission").

Approval of this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market.



In support of its Application, Applicant states as follows:

I. Introduction

1. The name and address of the Applicant is:

Volo Communications of South Carolina, Inc.
151 S. Wymore Rd., Ste. 3000
Altamonte Springs, FL 32714-4254
Telephone: (407) 389-3232
Facsimile: (407) 389-3233

2. All correspondence, notices, inquiries and other communications

regarding this Application should be directed to:

Ken Duarte, Director of Carrier Relations & Regulatory Affairs
Volo Communications of South Carolina, Inc.
151 S. Wymore Rd., Ste. 3000
Altamonte Springs, FL 32714-4254
Telephone: (407) 389-3232
Facsimile: (407) 389-3233

John J. Pringle, Jr., Esquire
Ellis, Lawhorne & Sims, P.A.
P.O. Box 2285
Columbia, SC 29202
Telephone: (803) 343-1270
Facsimile: (803) 779-8479

3. In support of this Application, the following exhibits are attached hereto:

- a. Exhibit "A" – Applicant's Certificate of Incorporation with the Secretary of State for the State of Delaware;
- b. Exhibit "B" – Applicant's Certificate of Authority to Operate in South Carolina as a Foreign Corporation;
- c. Exhibit "C" – Unaudited financial statements of Applicant;
- d. Exhibit "D" – Background summaries of Applicant's Management
- e. Exhibit "E" – Illustrative CLEC Tariff

II. Description of the Applicant

1. **General Business**

a. The exact legal name of Applicant is Volo Communications of South Carolina, Inc., a corporation organized under the laws of the State of Delaware. Applicant is a subsidiary of Volo Communications, Inc., which is a wholly owned subsidiary of Caerus, Inc. - the parent corporation over all entities. Mr. Shawn M. Lewis is the President and CEO of all entities. Its principal place of business is 151 South Wymore Rd., Suite 3000, Altamonte Springs, FL 32714-4254. Its phone number is (407) 389-3232.

b. Applicant is a non-dominant telecommunications company and its affiliates have been providing telecommunications services to both business and carrier customers since April, 2003. Applicant is headquartered in Altamonte Springs, FL. Its Customer Service Department is located in Altamonte Springs, FL.

c. Applicant's affiliate, Volo Communications of Florida, Inc. ("Volo-FL"), currently provides telecommunications in Florida. In April 2003, Volo-FL began its entry into the local exchange and interexchange market. Applicant's affiliates also have local and interexchange service applications pending in a number of other states. Applicant's affiliates have been approved to provide local exchange and interexchange service in Florida, Massachusetts, New York, Rhode Island, Illinois, Idaho, New Hampshire, North Carolina, Ohio, Texas, Vermont and Wisconsin.

d. Applicant is a Delaware corporation qualified as a foreign entity to do business in South Carolina.

II. Description of the Applicant (Continued)

2.- - Customer Service

a. Applicant's customer service representatives are available to assist its customers from Monday to Friday, 9 am EST to 6 pm EST. Applicant's Customers may also call Applicant at the toll-free number listed below. Customer service is staffed by five full-time customer service representatives during operation hours. Applicant's toll-free customer service number is (866) 711-2663. This toll-free number is printed on customers' monthly billing statements. Alternatively, customers wishing to communicate with an Applicant's customer service representative in writing may send written correspondence to:

Volo Communications of South Carolina, Inc.
Attn.: Kara Boehm, Director of Customer Care
151 S. Wymore Rd., Ste. 3000
Altamonte Springs, FL 32714-4254
Telephone: (407) 389-3232
Facsimile: (407) 389-3233

b. Applicant's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by Applicant and the rates associated with such services; (2) monthly statements; (3) problems or concerns pertaining to a customer's current service; and (4) general telecommunications matters.

III. Volo Possesses the Technical, Managerial, and Financial Expertise Necessary to Provide Local Exchange Service

Volo Communications of South Carolina, Inc.'s affiliate Volo Communications of Florida, Inc. began providing telecommunications services in Florida in 2003. Applicant has demonstrated that it possesses the requisite technical, financial, and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

Applicant is financially qualified to provide facilities-based and resold local exchange telecommunications services in the State. Applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Attached hereto as Exhibit "C" are copies of Applicant's most recent unaudited financial statements, which reflect its ability to provide the proposed services.

2. Managerial Qualifications

Applicant's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry. Using this extensive, expertise, Applicant's management team has developed innovative technological and marketing strategies. In conjunction with effective financial and operational measures, these strategies will result in revenue growth.

3. Technical Qualifications

Applicant is technically qualified to sell local exchange telecommunications services. All of the principles of the company have significant business experience in the telecommunications industry. Attached hereto as Exhibit "D" are managements business and telecommunications experience.

IV. Approval of Volo's Application is in the Public Interest

1. - In general, monopoly is inefficient and, consequently, reduces consumer welfare. The introduction of competition into an industry previously monopolized will generally reduce the prices consumers pay for goods and services. Applicant avers that competition, when introduced into telecommunications markets formerly served by a single provider—has resulted in, among other things, efficient pricing, improved service quality and expanded product and service capabilities.

2. The objective of the Federal Telecommunications Act of 1996 is to foster the development of competition in the local market so that consumers will be afforded the foregoing benefits. Pursuant to the Act, barriers to local service entry are prohibited and parameters for competition in local exchange markets are established. Because Applicant will be able to offer a broad range of services to customers wherever the incumbent LECs offer appropriate wholesale tariffs, Applicant's entry into the local service market will promote competition.

3. Granting Applicant's Application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's local services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and

- e. The provision of local services by Applicant will not adversely impact the public interest.

4. The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon, innovation, and customer service. Those local providers that offer consumers the most cost effective products will gain market share. In contrast, local exchange providers whose products do not meet the needs of consumers will lose market share and, ultimately, be eliminated from the industry.

5. Further, granting Applicant's Application will be beneficial to all classes of customers. Applicant's intent is to offer competitive local exchange telecommunication services throughout the State of South Carolina, where authorized by the Commission, excluding rural areas.

6. Additionally, Applicant's entry into the local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve close to 100 percent of the local exchange customers in South Carolina. The major advantage of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues.

Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins. Finally, it is important to recognize that in a competitive market,

incumbent LECs will derive revenues from both resellers of their local exchange services as well as facilities-based competitive local exchange providers.

7. A competitive local service market comprised of incumbents and competitive providers such as Applicant will offer consumers a competitive option and, therefore, will better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered and Service Territory

For informational purposes, Applicant has filed with this Application an illustrative tariff based on Applicant's current expectations regarding competitive local services (Exhibit "E"). Applicant expects to offer a full array of local exchange services to business and carrier customers, including the following:

1. Local usage;
2. Message Rate Service;
3. Teleconferencing;
4. Prepaid Calling Cards;
5. 911/E911, 411/Directory Assistance, Relay Service;
6. Operator Services;
7. CLASS Services and Features; and
8. Enterprise Digital Service (also, available an Enhanced version);

Prior to providing local exchange services to the public in South Carolina, Applicant will file a complete Final Tariff with the Commission.

VI. Waivers and Regulatory Compliance

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable to facility-based competitive local service such as Applicant.

Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive carrier, Applicant maintains its books of account in accordance with Generally Accepted Accounting Principles ("GAAP"). Applicant does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Applicant's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its South Carolina local service operations would place an extreme burden on Applicant.

c. Moreover, Applicant asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Applicant's operations. Therefore, Applicant hereby requests to be exempt from any USOA requirements of the Commission.

2. Local Exchange Directories

Applicant requests that it not be required to publish local exchange directories. Applicant will make arrangements with the incumbent LECs whereby the names of Applicant's customers will be included in the directories published by the

incumbent LECs. LEC directories will also be modified to include Applicant's customer service number. These directories will be distributed to Applicant's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Applicant to require that it publish and distribute its own directory to all customers of the incumbent LECs. It is more efficient for Applicant to simply include its limited customer list in the existing directories of the incumbent LECs.

VII. Flexible Regulation of Local Exchange Services.

Applicant requests that the Commission allow Applicant to employ a flexible local exchange rate structure first authorized by Commission Order No. 98-165 in Docket No. 97-467-C. Specifically, Applicant requests that the Commission:

- (a) adopt for Applicant's local exchange services a competitive rate structure incorporating maximum rate levels with flexibility for Applicant to adjust its rates below the maximum rate levels; and
- (b) permit Applicant's local exchange service tariff filings to be presumed valid upon filing, subject to the Commission's right within thirty (30) days to institute an investigation of such filings. At the discretion of the Commission, such filings would be suspended pending further order of the Commission and any such filings would be subject to the same monitoring process as is applied to other, similarly situated carriers.

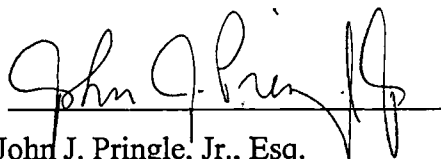
VIII. Conclusion

This Application demonstrates that Applicant possesses the technical, financial, and managerial resources to provide facilities-based and resold local service in the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange service will improve.

Wherefore, Applicant respectfully petitions this Commission for authority to operate as a facilities-based provider and reseller of business and carrier local exchange telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulation first approved in Docket No. 97-467-C, and for such other relief as it deems necessary and appropriate.

Respectfully submitted,

Volo Communications of South Carolina, Inc.

By: 
John J. Pringle, Jr., Esq.
ELLIS, LAWHORNE & SIMS, P.A.

P.O. Box 2285
Columbia, South Carolina 29202
Telephone: (803) 343-1270
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Delaware

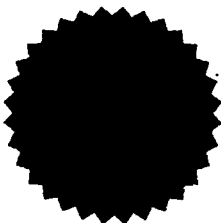
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VOLO COMMUNICATIONS OF SOUTH CAROLINA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VOLO COMMUNICATIONS OF SOUTH CAROLINA, INC." WAS INCORPORATED ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3718403 8300

AUTHENTICATION: 2708864

030683618

DATE: 10-24-03

EXHIBIT B

Applicant's Certificate of Authority to Operate in South Carolina as a Foreign
Corporation

The State of South Carolina



Office of Secretary of State Mark Hammond Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

VOLO COMMUNICATIONS OF SOUTH CAROLINA, INC.,
a corporation duly organized under the laws of the state of **DELAWARE**
and issued a certificate of authority to transact business in South Carolina on
October 28th, 2003, has on the date hereof filed all reports due this office, paid all
fees, taxes and penalties owed to the Secretary of State, that the Secretary of State
has not mailed notice to the Corporation that its authority to transact business in
South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976
South Carolina Code, and no application for surrender of authority to do business in
South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 28th day of
October, 2003.

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual report with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

EXHIBIT C

Unaudited Financial Statements of Applicant

CAERUS, INC.
Balance Sheet
As of September 16, 2003

	<u>August 31, 2003</u>
ASSETS	
Current Assets	
Checking/Savings	
Caerus Networks - WAMU	275.00
Caerus, Inc - Wachovia	202,063.05
Caerus, Inc - Operating - Wachovia	1,335,118.15
LOC / MCI Wachovia	300,000.00
Petty Cash	2,000.00
Volo Communications - Wachovia	3,457.88
Volo Communications - WAMU	1,716.70
Total Checking/Savings	<u>1,844,630.78</u>
Accounts Receivable	
Accounts Receivable	58,798.56
Total Accounts Receivable	<u>58,798.56</u>
Other Current Assets	
Employee Advances	
Employee Advances - Other	1,400.00
Total Employee Advances	<u>1,400.00</u>
Inventory Asset	<u>160,343.40</u>
Total Other Current Assets	<u>161,743.40</u>
Total Current Assets	2,065,172.74
Fixed Assets	
Fixed Assets	772,518.16
Total Fixed Assets	<u>772,518.16</u>
Other Assets	
Furniture/Equipment	61,744.38
Lease Deposit	
471 Spanish Trace	250.00
Lease Deposit - Other	65,000.00
Total Lease Deposit	<u>65,250.00</u>
R & D - Hardware	102,222.48
R & D - Software	7,341.54
Total Other Assets	<u>236,558.40</u>
TOTAL ASSETS	<u><u>3,074,249.30</u></u>

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09/16/03
Accrual Basis

CAERUS, INC.
Balance Sheet
As of September 16, 2003

	<u>August 31, 2003</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	65,275.15
Total Accounts Payable	<u>65,275.15</u>
Total Current Liabilities	<u>65,275.15</u>
Total Liabilities	65,275.15
Equity	
Opening Bal Equity	0.00
Retained Earnings	0.00
Seed Investment	
Shawn Lewis	1,750,000.00
Malcolm Jones	2,120,000.00
Others	<u>713,100.00</u>
Total Seed Investment	<u>4,583,100.00</u>
Shawn Lewis Other Investments	
Assets Transfer	231,362.00
Total Shawn Lewis Other Investments	<u>231,362.00</u>
Net Income	<u>-1,805,487.85</u>
Total Equity	<u>3,008,974.15</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,074,249.30</u></u>

CAERUS, INC.
Profit & Loss
January through August 2003

	<u>Jan - Aug 03</u>
Ordinary Income/Expense	
Income	
Fees	15,269.03
Reimbursed Expenses	-10,458.30
Sales	867,251.39
Services	-7,500.00
Total Income	<u>864,562.12</u>
Cost of Goods	
Transport Fixed	12,672.12
Transport MOU	481,357.07
Other	7,154.34
Total Cost of Goods	<u>501,183.53</u>
Gross Profit	363,378.59
Expense	
Advertising	6,982.03
Bank Service Charges	841.51
Buildouts	
151 S Wymore	44,273.22
Buildouts - Other	29,060.99
Total Buildouts	<u>73,334.21</u>
Cable Service Expense	2,212.66
Cash Discounts	-4,088.00
Computers & Equipment	678,742.46
Consultants	
Software	595.00
Total Consultants	<u>595.00</u>
Dues and Subscriptions	5,189.75
Equipment Rental	340.55
Internet	
1180 Via Lugano - Bandwidth	186.62
1788 Redwood Grove Terr	1,797.42
Denver Colocation	800.00
Internet - Other	42,791.48
Total Internet	<u>45,575.52</u>
Leases	
1788 Redwood	6,350.00
471 Spanish Trace	4,937.00
Furniture	3,737.35
Leases - Other	12,070.94
Total Leases	<u>27,095.29</u>

9:19 AM
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Accrual Basis

CAERUS, INC.
Profit & Loss
January through August 2003

	<u>Jan - Aug 03</u>
Licenses and Permits	552.75
Miscellaneous	189.00
Office Supplies	13,386.61
Payroll Expenses	
Gross Pay	549,373.82
Overhead Payroll Expense	118,587.86
Payroll Expenses - Other	60,981.41
Total Payroll Expenses	<u>728,943.09</u>
Postage and Delivery	5,227.91
Printing and Reproduction	5,750.42
Professional Development	1,003.21
Professional Fees	
Accounting	700.00
Legal Fees	29,003.55
Networking	29,700.00
Other	368,203.71
Public Relations	1,292.83
Security Services	41,429.85
Professional Fees - Other	2,791.15
Total Professional Fees	<u>473,121.09</u>
Recruiting	16,460.00
Relocation	33,194.70
Rent	3,818.91
Repairs	
Building Repairs	4,590.00
Equipment Repairs	352.50
Repairs - Other	892.40
Total Repairs	<u>5,834.90</u>
Research & Development	
Books	64.14
Software	2,387.50
Total Research & Development	<u>2,451.64</u>
Telemarketing Expenses	10,288.90
Telephone	10,669.61
Transfers	0.00
Travel & Ent	
Entertainment	600.00
Travel	10,291.86
Travel & Ent - Other	4,779.42
Total Travel & Ent	<u>15,671.28</u>
Uncategorized Expenses	483.99
Utilities	

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Accrual Basis

CAERUS, INC.
Profit & Loss
January through August 2003

	<u>Jan - Aug 03</u>
Gas and Electric	1,654.74
Water	220.00
Utilities - Other	1,796.36
Total Utilities	<u>3,671.10</u>
 Total Expense	 <u>2,167,540.09</u>
 Net Ordinary Income	 -1,804,161.50
 Other Income/Expense	
Other Income	
Other Income	449.90
Total Other Income	<u>449.90</u>
 Other Expense	
Other Expenses	1,776.25
Total Other Expense	<u>1,776.25</u>
 Net Other Income	 <u>-1,326.35</u>
 Net Income	 <u><u>-1,805,487.85</u></u>

EXHIBIT D

Background summaries of Applicant's Management



Shawn M. Lewis
 slewis@caerus.net
 President / CEO
 151 S. Wymore Rd,
 Suite 3000,
 Altamonte Springs, FL
 32714-4254

Shawn M. Lewis serves as President and Chief Executive Officer for Caerus, Inc. Mr. Lewis brings with him the vision and experience that will allow Caerus to provide and implement the true next generation in service switching platforms.

Mr. Lewis was the designer of the softswitch architecture in use around the world today. Mr. Lewis was the co-founder, officer and director of the highly successful XCOM Technologies, Inc., a Massachusetts corporation merged by acquisition to Level 3 Communications, Inc., in 1998.

In under eight months time, through his direction, leadership and original vision of the convergence between data and voice communications, Mr. Lewis was able to implement the SS7 Media Gateway and softswitch for XCOM Technologies, Inc. as an industry first. Mr. Lewis was also responsible for the implementation of switching facilities, deploying Nortel DMS-500 switches, and various negotiations with RBOC's for interconnection.

Mr. Lewis is the holder of several patents related to his telecommunication innovations. Mr. Lewis will be responsible for the direction and focus of Caerus and its endeavor to provide to its users the extremely reliable service that will set Caerus apart in this highly competitive marketplace.

Mr. Lewis has over twenty years of hands on experience in the data and telecommunications fields and is the link to the growth and expansion of Caerus and its technological breakthroughs.



Michael Khalilian
 mkhalilian@caerus.net
 Vice President,
 Chief Technology Officer
 (CTO)
 151 S. Wymore Rd,
 Suite 3000,
 Altamonte Springs, FL
 32714-4254

Michael Khalilian has more than 20 years of engineering, operations, applications, business development and management experience in telecommunications, broadband and multimedia. Michael has worked with organizations ranging from service providers and equipment manufacturers to government agencies.

Prior to working with NTT Business Groups, an International Telecom, Media and Broadband company as Chief Technologist and advisor, Michael held the positions of Senior Director of Technology, Architecture, Applications and Business Development with Time Warner Communications business groups.

While at Time Warner, Michael built and managed multiple departments including, telephony, VoIP, broadband cable data network, multimedia and the business telecom groups. Other companies that he has worked with include BellSouth Communications, FAA/Harris Government Communications, and Siemens as well as the FCC.

Michael was one of the founding member of the industry "Packet Multimedia IP Carrier Coalition" and "International Softswitch Consortium" (ISC) which evolved into the "International Packet Communications Consortium" (IPCC). Now the Chairman and President of the IPCC, he is also an appointed member of the Telecom Executive Council for the United States.

Michael earned his Bachelor's degree in Electrical Engineering (BSEE) from the University of Central Florida and his Master of Business Administration (MBA) from Southern California University.

Michael is a frequent speaker at national and international technology conferences and is actively involved in service provider consortiums and industry standards bodies. Wall Street analysts and Venture Capital institutions also call upon Michael's expertise as a technology reference and advisor.

EXHIBIT E

Illustrative CLEC Tariff

TITLE SHEET

TARIFF SCHEDULE

APPLICABLE TO

FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE

TELECOMMUNICATIONS SERVICES FURNISHED BY

VOLO COMMUNICATIONS OF SOUTH CAROLINA, INC.

BETWEEN POINTS WITHIN THE STATE OF SOUTH CAROLINA.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for competitive local exchange telecommunications services provided by Volo Communications of South Carolina, Inc., with principal offices located at 151 South Wymore Road, Suite 3000, Altamonte Springs, Florida 32714-4254. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours at the Company's principal place of business.

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SYMBOLS SHEET

The following are the symbols used for the purposes indicated below:

- (C) - To signify a changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify an increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text for clarification, but no change in rate or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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TARIFF CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	34	Original	67	Original
2	Original	35	Original	68	Original
3	Original	36	Original	69	Original
4	Original	37	Original	70	Original
5	Original	38	Original	71	Original
6	Original	39	Original	72	Original
7	Original	40	Original	73	Original
8	Original	41	Original	74	Original
9	Original	42	Original	75	Original
10	Original	43	Original	76	Original
11	Original	44	Original	77	Original
12	Original	45	Original	78	Original
13	Original	46	Original	79	Original
14	Original	47	Original	80	Original
15	Original	48	Original	81	Original
16	Original	49	Original		
17	Original	50	Original		
18	Original	51	Original		
19	Original	52	Original		
20	Original	53	Original		
21	Original	54	Original		
22	Original	55	Original		
23	Original	56	Original		
24	Original	57	Original		
25	Original	58	Original		
26	Original	59	Original		
27	Original	60	Original		
28	Original	61	Original		
29	Original	62	Original		
30	Original	63	Original		
31	Original	64	Original		
32	Original	65	Original		
33	Original	66	Original		

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SECTION 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the regulations and rates applicable to services provided by Volo Communications of South Carolina, Inc., as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of South Carolina.

1.1.1 Service Territory

Service Areas – The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of BellSouth Telecommunications, Verizon, Inc. and other Incumbent Local Exchange Carriers, excluding those responsible for rural areas, which serve the same exchange as the Company. Where facilities are available, the Company shall provide service in the exchange areas served by those ILECs that operate within the Company's service areas as reflected herein.

1.1.2 Availability

Service is available where facilities permit.

1.2 UNDERTAKING OF COMPANY

Volo Communications of South Carolina, Inc. intends to provide resold and facilities-based local exchange telecommunications services throughout the State of South Carolina, excluding rural areas. Volo Communications of South Carolina, Inc. intends to provide its proposed services indiscriminately to both carrier and non-residential Customers in the State of South Carolina. Volo Communications of South Carolina, Inc. holds itself out to provide to its Customers the same quality of service to its Customers as that provided to it by its Underlying Carrier(s).

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the Customer's location to a Volo Communications of South Carolina, Inc. network switching center

Authorization Code: A numerical code, one or more of which are available to a Customer to enable the Customer to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Authorized User: An end user authorized by the Customer to use the service.

Calling Card: A card issued by the Company, the customer's Local Exchange Company, authorized vendor, or other common carrier which allows the customer to make telephone calls and bill calls to the Calling Card by entering a PIN.

Card Number: A multi-digit identifying number, which may be printed on each Prepaid Calling Card or Calling Card, which may also be referred to in this tariff as a PIN.

Collect Call: A billing arrangement where a call is billed to the called station.

Company or Carrier: Volo Communications of South Carolina, Inc.

Commission: The Public Service Commission of South Carolina.

Credit Card Charges: Prepaid Calling Card purchases, renewals, and other charges that may be billed to Major Credit Cards.

Customer: The person, firm, corporation or other entity which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call Customer locations and for compliance with tariff regulations.

Exchange: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Handicapped Person: A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 # 126 dated September 10, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A. A. O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A. A. O., 1973, "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-111, American Medical Association, 1971.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Holidays: The Company's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Veterans' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

ILEC: Incumbent Local Exchange Carrier

Intra-LATA Toll Messages: Those toll messages which originate and terminate within the same LATA.

Local Exchange Company: A company which furnishes local exchange telephone service.

Major Credit Card: A universally accepted charge card. MasterCard, VISA, Diner's Club International, American Express and Carte Blanche are examples of major credit cards which the Company may accept.

Measured Service: The provision of intrastate intraLATA long distance measured time communications telephone service to Customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Message: A completed call

Operator Station: A call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension that is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agreed to talk to another person.

PIN(s) - One or more multi-digit (usually 8 or more) personal identification numbers which have been assigned to a customer to use with a designated 800 number, or other access number, to access the Company's network.

Third Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

Underlying Carriers - Those certificated telecommunications service providers.

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SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 USE OF FACILITIES AND SERVICE**3.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)**3.1.2 Limitations on Liability****A. Indemnification by Customer**

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

B. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

C. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

D. The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.**E. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)**3.1.3 Use of Service**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

3.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.2 INTENTIONALLY LEFT BLANK**3.3 DISPUTED BILLS**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those Services. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission. The current address for filing Complaints is:

Consumer Services Department
Public Service Commission of South Carolina
P.O. Drawer 11649
Synergy Business Park
101 Executive Center Drive
Columbia, SC 29211

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

3.4 INTERCONNECTION

Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the Customer's expense.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.5 APPLICATION FOR SERVICE

Application for service may be done verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service

3.6 DEPOSITS

- 3.6.1 Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two (2) months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.6 DEPOSITS (Cont'd)**3.6.2 Interest on Deposits**

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit. The interest rate and method of calculation shall be filed with and approved by the Commission in a tariff proceeding.

3.6.3 Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

3.6.4 Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.7 PAYMENT AND BILLING

- 3.7.1 Service is provided and billed on a monthly basis in arrears.
- 3.7.2 Initial billing for set-up and installation charges or monthly service fees will not commence for any new Customer until the Customer has actually been placed in service.
- 3.7.3 Billing will be payable upon receipt and past due fifteen (15) days after issuance.

3.8 RETURN CHECK CHARGE

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.9 LATE PAYMENT CHARGES

- 3.9.1 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- 3.9.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 3.9.3 Late payment charges do not apply to final accounts.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE**3.10.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least twenty-two (22) days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least eight (8) days after written notification has been mailed to the customer and twenty (20) days before the termination notice.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**3.10.2 Exceptions to Suspension and Termination**

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so;

- E. Nonpayment of back billed amounts.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.10.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Public Utilities Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**3.10.4 Termination For Cause Other Than Nonpayment****A. General**

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within twenty (20) days after written notification.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**3.10.4 Termination For Cause Other Than Nonpayment** (Cont'd)**B. Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.10.4 Termination For Cause Other Than Nonpayment (Cont'd)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 3 - GENERAL RULES AND REGULATIONS (Cont'd)

3.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**3.10.4 Termination For Cause Other Than Nonpayment (Cont'd)****D. Change in the Company's Ability to Secure Access**

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

3.10.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.11 CANCELLATION BY CUSTOMER

3.11.1 Cancellation of service by the Customer can be made either verbally or in writing as follows:

- A. Where an application for service is canceled by the Customer prior to the start of any design work or installation of facilities, no charge applies.
- B. When an application which requires special design work is canceled after the design work has begun, the Company may collect charges equal to the cost incurred for the associated design work to date.
- C. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

3.11.2 The Customer can request disconnection of service that is provided.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.12 DISCONNECTION OF SERVICE BY CARRIER

3.12.1 The Company may discontinue service for any of the following reasons:

- A. Non payment of bills;
- B. Tampering with the Company's property;
- C. Vacation of the premises by subscriber;
- D. Violation of rules, service agreements, or filed tariff;
- E. Use of subscriber equipment which adversely affects the Company's service to its other subscribers;
- F. Fraudulent obtaining or use of service;
- G. Unlawful use of service or use of service for unlawful purposes.

3.12.2 Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will mail written notice of the pending disconnection, with reasons specified, fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance, to the subscriber. Notices will be sent via First Class U.S. Mail. In the alternative, the Company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.12 DISCONNECTION OF SERVICE BY CARRIER (Cont'd)

- 3.12.3 Before service is disconnected, the Company will make a good faith effort, by two (2) attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefore. The Company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the Company may provide personal notice.

Telephone or personal contact need not be attempted when the Company has attempted such contact in any two billing periods during a consecutive twelve (12) month period and the Company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

- 3.12.4 All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the Company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- 3.12.5 Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the Company cannot reestablish service on the same or following day.
- 3.12.6 When the Company has reason to believe service is to other than the subscriber of record, the Company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five (5) days will be allowed to permit the service users to arrange for continued service.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.12 DISCONNECTION OF SERVICE BY CARRIER (Cont'd)

- 3.12.7 Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, South Carolina Department of Health and Human Services, as well as to the subscriber. Upon request from the secretary or designee, a delay in disconnection of no less than five (5) business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- 3.12.8 Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- 3.12.9 Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer has been made as provided for in the tariff of the carrier.
- 3.12.10 If a non-residential Customer is unable to resolve any dispute with the Company, the Customer may file a complaint with the Public Utilities Commission. The Public Service Commission has discretion whether to adjudicate complaints between non-residential customers and the Company.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.13 INTERRUPTION OF SERVICE

3.13.1 It is the obligation of the Customer to notify the carrier of any interruptions in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, or is not in writing or equipment connected to the terminal of the carrier.

3.13.2 All reported interruptions of service will be restored within two (2) working days, excluding Sundays and holidays, except those caused by emergency situation, unavoidable catastrophes and force majeure.

3.13.3 Credit allowances for service outages in excess of two (2) hours will be calculated at the following

Credit Formula:

$$\text{Credit} = \frac{A \times C}{B}$$

"A" -- outage times in hours.

"B" -- For the purposes of credit computation, every month shall be considered to have 720 hours.

"C" -- total fixed monthly charge for affected facility.

3.13.4 "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.14 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with the Commission's rules.

3.15 TAXES

All State and local taxes are both current and applicable to the services the Company provides. This amount will be separately listed on each bill to the Customer.

3.16 PROMOTIONS

All promotional service offerings will be filed with the Commission for tariff approval. Promotions are not open-ended and have an ending date of within one year.

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SECTION 4 - SERVICE DESCRIPTION AND RATES

4.1 INTENTIONALLY LEFT BLANK

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.2 MESSAGE RATE SERVICE

4.2.1 Message Rate Service provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period.

4.2.2 Description

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Measured Rate Port has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the Customer.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.2 MESSAGE RATE SERVICE (Cont'd)**4.2.3 Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4.25 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line based on the total number of calls during the billing period.

Nonrecurring Connection Charge	\$25.00
--------------------------------	---------

Monthly Recurring Charges:

-Each Base Service Line	\$12.00
-------------------------	---------

4.2.4 Optional Features and Packages Available

A. Custom Calling Features

B. CLASS Features

4.2.5 Message Usage Charges

Per Message	\$0.10
	No mandatory
	Minimum

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.3 CUSTOM CALLING SERVICE

4.3.1 Subject to the availability of the service offerings of the Company's underlying carriers, the features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

4.3.2 Description of Features**A. Three Way Calling/Call Hold**

The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.3 CUSTOM CALLING SERVICE (Cont'd)**4.3.2 Description of Features** (Cont'd)**B. Call Forwarding**

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The Customer is provided with a non-dedicated 800 number ("personal 800 number") to receive domestic calls from any point within the continental US. The Customer may have multiple personal 800 numbers per account. For each personal 800 number, the Company will provide to the Customer an 800 number, a security code, and a Rerouting Code which allows the subscriber to use the Call Forwarding feature, with which the Customer can receive incoming domestic calls. The Company has the exclusive right to determine the terminating locations for personal 800 numbers. Personal 800 Customers shall access on the same 800 number based on PIN and, thus, may not retain use of the 800 number if service is terminated.

Call Forwarding - Busy automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company or, after a designated number of rings, routes the call to the Customer's voice mailbox.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.3 CUSTOM CALLING SERVICE (Cont'd)**4.3.2 Description of Features** (Cont'd)**B. Call Forwarding** (Cont'd)

Call Forwarding - Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting allows a Call Waiting Customer to disable Call Waiting for the duration of an outgoing telephone call. Cancel Call Waiting is activated (i.e., Call Waiting is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two (2) additional telephone numbers.

E. Regular Multi-line Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multi-line group.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.3 CUSTOM CALLING SERVICE (Cont'd)

4.3.2 Description of Features (Cont'd)

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight (8) numbers (single digit, or thirty (30) numbers with two (2) digits) can be selected.

4.3.3 Monthly Rates

Call Forwarding

\$14.95 per month, \$0.25 per minute after twenty (20) minutes of use each month.

Monthly rates for services other than Call Forwarding are located in Section 4.29 of this tariff.

4.3.4 Connection Charge

\$10.00

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.4 CLASS SERVICES**4.4.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability, features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

4.4.2 Description of Features**A. Call ID**

The Call ID feature allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Call ID service requires the use of specialized Customer Provided Equipment not provided by the Company. It is the responsibility of the Customer to provide the necessary Customer Provided Equipment.

The Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to thirty (30) minutes until both lines are found free and then redials the call for the Customer.

The Automatic Redial feature also allows Customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to thirty (30) minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.4 CLASS SERVICES (Cont'd)**4.4.2 Description of Features (Cont'd)****B. Automatic Redial**

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

D. Customer Originated Trace

Customer Originated Trace allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the Company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company the Customer can use this application to combat nuisance calls.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.4 CLASS SERVICES (Cont'd)**4.4.3 Rates**

Customer Originated Trace \$10.00 per call

Rates for services other than Customer Originated Trace are located in Section 4.29 of this tariff.

4.4.4 Connection Charge \$10.00

4.5 BUSY VERIFICATION AND INTERRUPT SERVICE**4.5.1 General**

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4.5.2 Rate Application

A. A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress; or
2. The operator verifies that the line is available for incoming calls.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.5 BUSY VERIFICATION AND INTERRUPT SERVICE (Cont'd)**4.5.2 Rate Application** (Cont'd)

- B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.5.3 Rates

Verification Charge, each request	\$2.50
Interrupt Charge, each request	\$2.50

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.6 TRAP CIRCUIT SERVICE**4.6.1 General**

Trap Circuit Service is designed to allow the Customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

4.6.2 Regulations

- A. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- B. The Customer shall be required to sign a written request for this service. By signing the request the Customer shall release the Company from any liability, and the Customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- C. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- D. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service

4.6.3 Rates

Per Request	\$2.50
-------------	--------

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.7 DIRECTORY ASSISTANCE SERVICE**4.7.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number for another party within the State by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.7.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from coin telephones, including COCOTS;
- B. Requests for telephone numbers of non-published service;
- C. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit;
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 1 of this tariff, up to a maximum of fifty (50) requests per month.

4.7.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Rates, per call	\$1.50
-----------------	--------

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.8 LOCAL OPERATOR SERVICE

4.8.1 Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call.

4.8.2 Rates

Local Operator Assistance, per call	\$1.50
Local Operator Assistance - Flat Rate Customers	\$1.50

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.9 BLOCKING SERVICE**4.9.1 General**

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business Customers:

- A. 900 and 976 Blocking - allows the subscriber to block all calls beginning with the 900 and 976 prefixes (i.e., 900-XXX-XXXX) from being placed.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.9 BLOCKING SERVICE (Cont'd)**4.9.1 General** (Cont'd)

- D. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1+ 800 (Toll Free), and operator assisted toll calls.

- E. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in Section 4.9.1.D, and blocking of 411 calls.
- F. Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business Customers who subscribe to Direct Inward Dialing service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

4.9.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.9 BLOCKING SERVICE (Cont'd)**4.9.3 Rates and Charges****A. Recurring and Nonrecurring Charges**

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	<u>Nonrecurring Charge</u>
900, 976 and 700 Blocking	
- Business (up to 200 lines)	\$5.00
900, 971, 974, and 700 Blocking	
- Business (up to 200 lines)	\$5.00

The nonrecurring charge for initial request of one and two-line business Customers is waived for ninety (90) days from the Customer's service establishment date.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.9 BLOCKING SERVICE (Cont'd)**4.9.3 Rates and Charges** (Cont'd)**A. Recurring and Nonrecurring Charges** (Cont'd)

	<u>Monthly Charges</u>
Third Number Billed and Collect Call Restriction	
-Business (up to 200 lines)	\$1.00
Toll Restriction	
-Business (up to 200 lines)	\$2.50
Toll Restriction Plus	
-Business (up to 200 lines)	\$2.50
Direct Inward Dialing Blocking (Third Party and Collect Call)	
-Initial Activation	\$10.00
-Monthly	\$10.00

- B. Pricing for Blocking Service for a business Customer with more than 200 lines will be based on the costs incurred by Company to provide the service.**

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.9 BLOCKING SERVICE (Cont'd)

4.9.3 Rates and Charges (Cont'd)

C. Connection charges apply as specified in Section 4.25 of this tariff.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.10 CUSTOMIZED NUMBER SERVICE**4.10.1 General**

- A. Customized Number Service allows a Customer to order a specified telephone number rather than the next available number.
- B. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the Customer.
- D. When a new Customer assumes an existing service which includes Customized Number Service, the new Customer may keep the Customized Number, at the tariff rate, with the written consent of the Company and the former Customer.
- E. The Company reserves and retains the right:
 - 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any Customer to another, except as otherwise provided in this Tariff; or
 - 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.10 CUSTOMIZED NUMBER SERVICE (Cont'd)

4.10.2 Conditions

- A. Charges for Customized Number Service apply when a Customer:
1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six (6) months of the date of the request.
 2. Requests a number change from the Customer's present number to a Customized Number.
- B. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another Customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.10 CUSTOMIZED NUMBER SERVICE (Cont'd)

4.10.3 Set-up Charges

Business Customer

\$50.00

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.11 INTENTIONALLY LEFT BLANK.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.12 BASIC BUSINESS LINE SERVICE**4.12.1 General**

Basic Business Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, at the option of the Customer

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.12 BASIC BUSINESS LINE SERVICE (Cont'd)**4.12.2 Flat Rate Basic Business Line Service****A. Description**

Service to points within the local calling area is included in the charge for Flat Rate Service.

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4.25 of this tariff.

Nonrecurring Connection Charge: \$65.00

Monthly Recurring Charges:

- Each Base Service Line \$34.00

4.12.3 Optional Features and Packages Available**A. Custom Calling Features****B. CLASS Features**

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.13 BUSINESS KEY SYSTEM LINE SERVICE**4.13.1 Description**

Business Key System Line Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Business Key System Line is available as a message rated service. Business Key System Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multi-line hunt.

Calls to points within the local calling area are included in the monthly charge for Flat Rate Business Key Service.

Calls to points within the local exchange area are charged individually on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge for Message Rate Business Key Service.

Each Business Key System Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, at the option of the Customer

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.13 BUSINESS KEY SYSTEM LINE SERVICE (Cont'd)**4.13.2 Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4.25 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line based on the total number of calls during the billing period.

Nonrecurring Connection Charge: \$65.00

Monthly Recurring Charges:

- Flat Rate Business Key \$34.00

- Message Rate Business Key \$14.50

4.13.3 Optional Features and Packages Available

1. Custom Calling Features
2. CLASS Features

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.14 COMMERCIAL ANALOG SERVICE**4.14.1 General**

Commercial Analog Service provides a Business Customer with a two wire analog, voice-grade telephonic communications channel that can be used to place or receive one telephone call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Commercial Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Commercial Analog Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, at the option of the Customer

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.14 COMMERCIAL ANALOG SERVICE (Cont'd)**4.14.2 Flat Rate Basic Business Line Service****1. Description**

Service to points within the local calling area is included in the charge for Flat Rate Service.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4.25 of this tariff.

Nonrecurring Connection Charge: \$65.00

Monthly Recurring Charges:

- Flat Rate \$34.00

- Message Rate \$14.50

4.14.3 Optional Features and Packages Available**1. Custom Calling Features****2. CLASS Features**

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.15 TELECONFERENCING SERVICE**4.15.1 Description**

Teleconferencing Service allows the Customer to establish a teleconference by a Volo Communications of South Carolina, Inc. operator on a dial-out or dial-in basis between multiple voice stations. The Teleconference Service provides a customized call reservation and call set-up process that may include directory speed dialing and, when requested by the conference originator, progress reports which provide information regarding the current status of the call.

Volo Communications of South Carolina, Inc. actively monitors Teleconference Service to ensure a high level of service quality and reliability. Upon request, and subject to availability, the operator will provide off-call monitoring. The off-call monitoring feature allows the operator to monitor the status of the call connections via a display of the conference ports used on that call. The operator is not a party to the call with off-call monitoring. With off-call monitoring, the operator is able to identify and reconnect dropped conferees.

A Teleconference may be ordered on a demand or on a reserved basis. Pre-notification to conferees of a Teleconference is also available.

4.15.2 Charges

All charges incurred for Volo Communications of South Carolina, Inc.'s Teleconference Service will be billed to the conference originator. Customers will be charged for each minute of port use incurred during the actual conference call and billed for such usage at the rate of \$0.25 per minute after the first twenty (20) minutes of usage for all the ports combined per month. There may be up to six (6) ports in use for each conference call. To determine the port minutes of use, multiply each port used by the number of minutes it was in use. A fractional minute of use for the port is rounded to the next highest whole minute. All conference announcements are designed for call establishment and completion and will only pertain to the Conference call in question. Also, the bridge and associated features are finished subject to the availability of components.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.15 TELECONFERENCING SERVICE (Cont'd)**4.15.2 Charges** (Cont'd)

The Customer will be entitled to twenty (20) minutes of Teleconference Service use as part of its monthly subscription fee of \$14.95. After using the twenty (20) minutes of airtime, the Customer originating the Teleconference will be charged at a flat rate of \$0.25 per minute for all interLATA calls, independent of distance, time or day. The duration of a call which involves a fractional part of a minute will be rounded up to the next higher full minute. Rates are per minute. Rates for Origination may be billed as sent-paid or to a Calling Card, Debit Card or Credit Card, Rates for Termination may be billed to a Calling Card, Debit Card or Credit Card or pursuant to a preexisting agreement between the Company and the Customer.

4.16 TOLL FREE NUMBER SERVICE

Toll Free Number Service Customers will be charged a one-time fee of \$500.00 for each unique toll free number obtained from the Company. A monthly charge of \$25.00 will also apply.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.17 ENTERPRISE DIGITAL SERVICE

Enterprise Digital Service ("EDS") provides the Business Customer with a single digital line which can be used to place or receive up to 24 calls at a time. EDS is available as a flat rate service for local calling. IntraLATA and InterLATA rates are billed in addition to the monthly fee. EDS is provided for connection to a customer-provided digital T1 interface. IntraLATA service description and rates can be found in Section 4.30. InterLATA service description and rates can be found in SC P.S.C. IXC Tariff No. 2.

Nonrecurring connection charge	\$999.00
Monthly recurring charge	\$300.00 - \$999.00

4.18 ENHANCED ENTERPRISE DIGITAL SERVICE

Enhanced Enterprise Digital Services ("EEDS") provides the Business Customer with a single digital line which can be used to place or receive up to 23 calls at one time. EEDS is available as a flat rate service for local calling. IntraLATA and InterLATA rates are billed in addition to the monthly fee. EEDS is provided for connection to a customer-provided digital T1 / PRI interface with Q.931 signaling.

Nonrecurring connection charge	\$999.00
Monthly recurring charge	\$300.00 - \$1099.00

4.19 CALLER ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

Nonrecurring connection charge	\$5.00
Monthly recurring charge	\$3.95

4.20 FOLLOW ME

The Follow Me service will "track down" the Customer being called no matter where he or she is and connect the caller to the Customer. The caller dials a single telephone number and is connected with the Customer.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.20 FOLLOW ME (Cont'd)

Nonrecurring connection charge	\$29.95
Monthly recurring charge	\$29.95, plus \$0.10/minute per leg (a segment of multipoint circuit which lies between any two of the points)

4.21 CALL FORWARDING

Call Forwarding, when activated, redirects attempted terminating calls to another Customer specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure

Nonrecurring connection charge	\$5.00
Monthly recurring charge	\$3.95

4.22 CONX VIRTUAL PORTS

CONX Virtual Switch Ports allow the Customer to place/receive inbound and outbound calls from/to the PSTN. CONX ports must be used in conjunction with CONX delivery platforms and protocols

Nonrecurring connection charge	\$50.00
Monthly recurring charge	\$5.00 - \$75.00

4.23 INTENTIONALLY LEFT BLANK

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.24 ADDITIONAL CHARGES**Requested Service Suspensions**

First Month or Partial Month	\$40.00 (Per request)
------------------------------	-----------------------

Each Additional Month (Up to 1 Year Limit)	\$20.00 (Per request)
--	-----------------------

Special DID rates for collocated Customers:

DS1 port charge including twenty (20) numbers	\$240 - \$540 (Per month)
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ISDN PRI including twenty (20) numbers	\$240 - \$960 (Per month)
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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.25 CONNECTION CHARGE**4.25.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

4.25.2 Exceptions to the Charge

1. No charge applies for a change to a service for which a lower monthly rate applies, made within ninety (90) days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.
2. INTENTIONALLY LEFT BLANK.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.26 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service

Business: \$25.00

4.27 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at it new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.27 MOVES, ADDS AND CHANGES (Cont'd)**Per Move:**

Business:	\$25.00
-----------	---------

Per Add:

Business:	\$25.00
-----------	---------

Per Change:

Business:	\$25.00
-----------	---------

4.28 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The Customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's line after the initial installation of service.

PIC Change Charge:	\$5.00
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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.29 OPTIONAL FEATURES AND PACKAGES**4.29.1 Custom Calling Features (per line, per month)**

-Each Feature	\$5.00
-Package of 3 features	\$10.00
-Package of 6 features	\$11.00
-Package of 9 features	\$12.00

4.29.2 CLASS Features (per line, per month)

-Each Feature	\$5.00
-Package of 3 features	\$10.00
-Package of 6 features	\$11.00
-Package of 9 features	\$12.00

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES**4.30.1 Description**

IntraLATA toll service is furnished to Customers, who presubscribed to the Company's local and intraLATA services, for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this tariff.

The Unlimited Plan offers unlimited monthly usage for one fixed monthly charge. The Limited Plan offers 1,041 minutes per month for a fixed monthly charge and a per minute rate for those minutes over those 1,041 minutes. InterLATA toll service description and rates can be found in SC P.S.C. IXC Tariff No. 2.

IntraLATA toll calling includes the following types of calls: direct dialed; calling card; collect; 3rd number billed; special toll billing; requests to notify of time and charges; person to person calling; and other station to station calls.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.30.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- A. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- B. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)**4.30.3 Timing of Calls**

- A. Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing ends when either party hangs up, thereby releasing the network connection.
- E. Calls originating in one time period as defined in Section 4.30.4 and terminating in another will be billed the rates in effect at the beginning of each minute.

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SECTION 4 - GENERAL RULES AND REGULATIONS (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.30.4 Time Periods Defined

Unless otherwise indicated in this Tariff, the following time periods apply.

- A. Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday.
- B. Off-peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday.
 All day Saturday and Sunday.
 All Holidays.
- C. Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and
 Labor Day.
- D. All times refer to local time.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.30.5 Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

A. Originating Rate Center

A Customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that Customer's account shall be the location of the Customer's rate center.

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.30.5 Regulations and Computation of Mileage (Cont'd)

B. Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

C. Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)**4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)****4.30.5 Regulations and Computation of Mileage (Cont'd)****C. Calculation of Mileage (Cont'd)**

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

1. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four (4) digits in the "VH" column. The "H" coordinate is the next four (4) digits.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step b., above.
4. Add the square of the "V" difference and the "H" difference obtained in step c., above.
5. Divide the sum of the square by ten (10). Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.30 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.30.6 Plan Rates

A. INTENTIONALLY LEFT BLANK

B Intrastate IntraLATA Plan Rates

Limited Plan: \$39.95/ month for 1,041 minutes
\$ 0.07 per minute over 1,041 minutes

Unlimited Plan: \$49.95/month

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SECTION 4 - SERVICE DESCRIPTION AND RATES (Cont'd)

4.31 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.30.3 above, time of day rate period of the call as described in Section 4.30.4 and the airline mileage between points of the call as described in Section 4.30.5. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be billed to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to all authorized calling card.

4.31.1 Charges

- A. Usage Charges \$0.15/per minute
- B. Per Call Service Charges

The following service charges apply to local and intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Customer Dialed Calling Card	\$0.30
Person to Person	\$2.00
3rd Number Billed	\$0.80
All other Operator Assistance	\$0.80

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SECTION 5 - SPECIAL SERVICES AND PROGRAMS

5.1 TELECOMMUNICATIONS RELAY SERVICE**5.1.1 General**

The Company will provide access to a telephone relay center for Telecommunications Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

5.1.2 Regulations

- A. Only intrastate calls can be completed using the Telecommunications Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of South Carolina. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

Issued Date: _____

Effective Date: _____

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SECTION 5 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

5.1 TELECOMMUNICATIONS RELAY SERVICE (Cont'd)**5.1.2 Regulations** (Cont'd)

D. The following calls may not be placed through the Relay Service:

1. calls to informational recordings and group bridging service;
2. calls to time or weather recorded messages;
3. station sent paid calls from coin telephones; and
4. operator-handled conference service and other teleconference calls.

5.1.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

5.14 Discount Rates for Handicapped Customers

For calls received from the relay service, the Company will, when billing relay calls, discount a relay service call by fifty percent (50%) off of the otherwise applicable rate for voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60%) off of the otherwise applicable rate for a voice non-relay call.

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SECTION 5 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

5.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

Issued Date: _____

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